

Electronically Recorded

Official Public Records

Tarrant County Texas

2/24/2010 3:12 PM

D210041283

Gregory J. Higgins

PGS 2 \$20.00
 Loan No. 854464
 Borrower: Gregory J. Higgins
 Assn: Lone Star FLCA
 Branch: Cleburne

SUBORDINATION OF LIEN(S)

10518316 TO OIL OR GAS LEASE(S)

Electronically Recorded
Chesapeake Operating, Inc.

THE STATE OF TEXAS §
 COUNTY OF TARRANT §
 § KNOW ALL MEN BY THESE PRESENTS

THAT, for a valuable consideration the receipt of which is hereby acknowledged, Lone Star, FLCA, formerly known as Lone Star Land Bank, FLCA (hereinafter "LENDER"), being the present owner and holder thereof, whether as original payee or mortgagee or as transferee and/or assignee, hereby EXCEPT AS BELOW STATED, subordinates the lien(s) evidenced by the deed(s) of trust or mortgage(s) particularly identified as follows:

Amount of Note	Date of Deed of Trust or Mortgage	Executed By	Recorded In Vol. Page
\$141,600.00	October 5, 2005	Gregory J. Higgins a/k/a Gregory Higgins and spouse, Rainie M. Higgins a/k/a Rainie Higgins	File #D205 299056

of the Deed of Trust or Land Mortgage Records of Tarrant County, Texas, together with any agreements now of record which may have been given for additional amounts and in rearrangement of the debt secured by said deed(s) of trust or mortgage(s), to that certain Oil or Gas lease(s) dated October 12, 2007, executed by Gregory Higgins and wife, Rainie Higgins, Lessors and Chesapeake Exploration, LLC Lessee, and recorded in Volume/Book ~~207367391~~, Official Public Records of Tarrant County, Texas, insofar only as such lien(s) cover the land described in said lease(s), provided the bonus and rentals agreed to be paid on the lands conveyed in the aforesaid deed(s) of trust or mortgage(s) are paid to the order of the LENDER at its office in Cleburne, unless said payments to the aforesaid LENDER are waived herein. **The lien(s) of the aforementioned deed(s) of trust or mortgage(s) shall continue in full force and effect as to the lessors' royalty interest, reversionary mineral estate, or possibility of reverter.**

The payment to the LENDER of the **bonus and annual delay rentals** payable under the aforementioned lease(s) is hereby waived.

It is expressly understood and agreed and Lessee by acceptance of this Subordination Agreement especially agrees that there is excepted from the operation of this subordination agreement, insofar as the lien security is concerned:

- (a) The Use and Production of Fresh Water from the security premises in the secondary capture, recovery or production of oil, gas and liquid petroleum minerals; and
- (b) The recovery, production or mining of any and all solid or hard minerals mentioned in said lease(s), including but not limited to uranium, thorium, etc., and such similar minerals.

EXECUTED by Lone Star, FLCA on February 16, 2010.

LONE STAR, FLCA

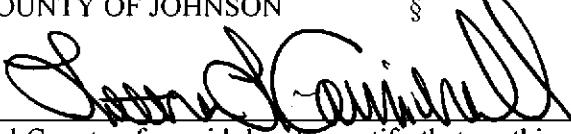
By: *Milton F. Kasper*
 Milton F. Kasper, Credit Office President

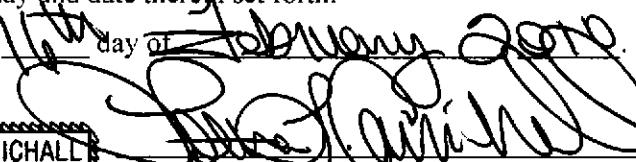
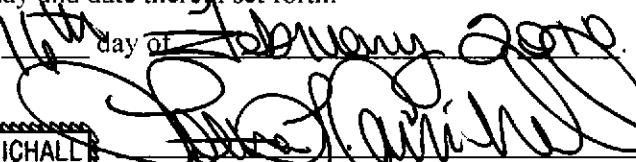
STATE OF TEXAS

§

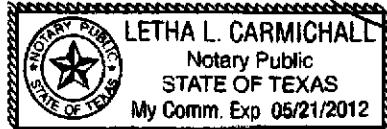
COUNTY OF JOHNSON

§

I, , a Notary Public, in and for the State and County aforesaid, hereby certify that on this date, personally appeared before me, Milton F. Kasper, who is known to me, and whose name as Credit Office President of Lone Star, FLCA a federally chartered corporate instrumentality of the United States of America, is signed to the above and foregoing Subordination of Lien, who acknowledged to me that being informed of the contents of said document, and in said representative capacity and with full authority and having been duly authorized so to do he signed and executed the same voluntarily as his own free act and deed, and for the purposes therein set forth, for and as the act of said Lender, on the day and date therein set forth.

Given under my hand and official seal, this  day of .

(SEAL)



Notary Public - Signature

This instrument prepared by:

Letha Carmichall for
Lone Star, FLCA
P.O. Box 819
Cleburne, Texas 76033

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154